# **EXHIBIT B**

# Motorola Web Site Terms Of Use

Case 4:24-cv-09533-JST

Please read these Terms of Use ("Terms") carefully before using this web site. If you do not agree to these Terms, then please do not use this site.

Intended Audience/use

Motorola Mobility LLC ("Motorola") provides this web site to you, subject to these Terms. These Terms may be updated by Motorola from time to time without notice to you. You can review the most current version of the Terms at:

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#### Acceptance Of Terms

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If you do not agree to these Terms, please do not use the site.

#### Governing Law

By accessing the Site, you agree that the statutes and laws of the United States and the State of Illinois, USA without regard to conflicts of laws principles, will apply to all matters relating to use of the site, and you agree that any litigation shall be subject to the

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exclusive jurisdiction of the state or federal courts in Chicago, Illinois, USA. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site, or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

European Regulatory Information

Learn more about European regulatory information related to Motorola.

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U.S. Copyright Infringement Notification Procedure

To file a copyright infringement notification with Motorola, you will need to send a written communication that includes substantially the following (please consult your legal counsel or see Section 512(c)(3) of the United States Digital Millennium Copyright Act (DMCA) for more information on these requirements):

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

Identification of the material that is claimed to be infringing or to be the subject of infringing activity which you are requesting be removed or access to which be disabled, and information reasonably sufficient to permit Motorola to locate the material. Please

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provide a URL to the material that is claimed to be infringing as that will allow Motorola to locate the content.

Information reasonably sufficient to permit Motorola to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.

A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such written notice should be sent to our designated agent as follows:

DMCA Complaints Attn: Copyright Complaint Process — Motorola Mobility LLC 222 West Merchandise Mart Plaza, Suite 1800, Mailstop 16.0.19 Chicago, IL 60654 USA Email: copyright@motorola.com

Please also note that under Section 512(f) any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

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Additionally, as a condition of your continued use of the Site, you agree not to: 1) upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; 2) harm minors in any way; 3) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; 4) forge headers or otherwise manipulate identifiers in order to disquise the origin of any Content or User Content transmitted through the Site; 5) upload, post, email, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); 6) upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright, rights of publicity and privacy, or other proprietary rights of any party; 7) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, or otherwise use the Site for any commercial purpose not expressly approved by Motorola in writing; 8) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; 9) interfere with or disrupt the service or servers or networks connected to the service, or disobey any requirements, procedures, policies or regulations of networks connected to the service; 10) "stalk" or otherwise harass another person or entity; or 11) collect or store personal data about other users. You agree that violation of any of the foregoing will result in your immediate disqualification from use of the site or any participation in a Web Site Activity (as defined below), and may result in additional legal actions being taken by Motorola.

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If the Site requires you to create an account or otherwise submit information, you must complete the specified process by providing us with current, complete, and accurate information as requested by the applicable registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data, and any loss caused by your failure to do so is your responsibility. During the registration process, you may be asked to enter your name and valid e-mail address and choose a password. It is your responsibility to maintain the confidentiality of your account. Additionally, you are entirely responsible for any and all activities that occur under your account. You agree to notify Motorola immediately of any unauthorized use of your account. You further agree not to email, post, or otherwise disseminate any user account login credentials, including username or password, or other information which provides you access to the Site. Motorola is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge, and is not responsible for any delay in shutting down your account after you have reported a breach of security to us.

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Address

**About** 

Motorola Mobility LLC 222 West Merchandise Mart Plaza, Suite 1800, Mailstop 16.0.19 Chicago, IL 60654 USA

For phone and e-mail contact information, please click here.

These terms are subject to revision without notice. These terms were last updated on November 18, 2014

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